



**WAIVER AND RELEASE OF LIABILITY**

I, the undersigned, acknowledge that I am voluntarily planning to travel to The Broadmoor Resort in Colorado Springs, Colorado and participate in certain activities sponsored by Hillwood Development Company, LLC (“Hillwood”). I acknowledge that such travel and activities have some element of risk involved. These risks include, but are not limited to, those caused by air travel, vehicular traffic, inherent risk of physical activities, and actions of other persons. I understand and appreciate such risks and hereby assume all risks of such travel and participation in any activities and do so entirely on my own initiative and at my own risk. I acknowledge that Hillwood assumes no responsibility nor does it grant any warranties express or implied relating to the safety of such travel or activities and I acknowledge that Hillwood has merely arranged for the availability of such travel through independent commercial or charter operators and through their acts provide availability of certain activities.

In consideration of the opportunity afforded me to take this trip, I do hereby, for myself, my heirs, executors and administrators, waive, release, and completely and forever discharge Hillwood and its owners, subsidiaries, affiliates, partners, members, officers, directors, stakeholders, shareholders, agents, other representatives, successors, assigns, and employees acting officially or otherwise from all claims, demands, actions, or causes of action, on account of my death, injury or sickness and/or damage or loss to property or other claims of any kind which may occur and the consequences thereof, from any cause during this trip or as a result thereof from any means of travel or otherwise.

It is understood and agreed that the obtaining of this Release shall not be construed as an admission of any liability or responsibility on the part of Hillwood or any other party hereby released for any death, sickness, or bodily injury to my person or damage or loss to my property while on the trip or otherwise.

**WE HAVE READ AND FULLY UNDERSTAND THE FOREGOING WAIVER AND RELEASE OF LIABILITY**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Signature of Guest #1

By: \_\_\_\_\_  
Signature of Guest #2

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Company: \_\_\_\_\_